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| **Date: 21/12/2017** |  |
| **ITT reference number:**  **SCI/ESA/MEDICAL/018/001** |  |

Dear Sir/Madam,

Save the Children invites your submission of a tender to provide medical goods in accordance with the conditions detailed in the attached documents. Save the Children intends to issue a contract for the following products: Pharmaceuticals, Medical Equipment, Medical Consumables, Emergency Kits, Vaccines, Laboratory & Diagnostics for duration of 3 years

We include the following information for your review:

* Part 1: Tender Information
* Part 2: Conditions of Tendering
* Part 3: Provisional Terms and Conditions of Purchase (which will be signed by the successful Bidder)
* Part 4: Save the Children’s Child Safeguarding Policy
* Part 5: Save the Children’s Anti-Bribery and Corruption Policy
* Part 5: Save the Children’s Human Trafficking and Modern Slavery Policy
* Part 6: The IAPG Code of Conduct

Your tender response must be received in the following format:

* Full completion of the “Tender Response” document in order that your tender may be regarded as compliant. Those tenders returned not completed may be treated as void.
* Two hard copies of bid to be submitted on headed paper.
* Bids to be submitted in a sealed envelope, addressed to ***Medical Tender Committee*** at the below address. The envelope should indicate the ITT reference number above, but have no other details relating to the bid.

Your return tender must be received at the address below not later than ***26th January 2018 by 4pm***("the Closing Date"). Failure to meet the Closing Date may result in the tender being void. Returned bids must remain open for consideration for a period of not less than 60 days from the Closing Date. Save the Children is under no obligation to award the contract or to award it to the lowest bidder.

Should you require further information or clarification on the tender requirements, please contact Marie-Claire Ukunda in writing at the following address: [esaro.rpu@savethechildren.org](mailto:esaro.rpu@savethechildren.org)

We look forward to receiving a tender from you and thank you for your interest in our account.

Yours faithfully,

Marie-Claire Ukunda

**PART 1: TENDER INFORMATION**

**Introduction**

Save the Children is the world’s leading independent organisation for children. We work in 120 countries. We save children’s lives; we fight for their rights; we help them fulfil their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

**Provisional timetable**

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| Activity | Date |
| Issue Tender Notice and Invitation to Tender  Last day for bidders to send clarification questions to Save the Children  Last day for Save the Children to answer clarification questions from bidders | 23/12/2017  08/01/2018  15/01/2018 |
| Return of tenders (Closing Date) | 26/01/2018 |
| Tender opening | 29/01/2018 |
| Procurement Committee Meetings | 14/02/2018 |
| Bid clarifications as required | 19/02/2018 |
| Procurement Committee approval | 23/02/2018 |
| Pre-Qualified suppliers to go through the Quality Assurance process | 01/03/2018 |

**Indicative information**

Over the course of the last 3 years, our pharmaceutical spend under our regional contracts has amounted to over 2.5 million USD. This value is for information purposes only and is under no circumstances a guaranteed level of purchase by Save the Children under any contract offered subsequent to this tender. Pharmaceuticals will predominantly be supplied to our programmes within East and Central Africa region.

It should also be noted that Save the Children country programmes regularly procure goods and services at a local or regional level to fulfil their needs; any contract offered subsequent to this tender should therefore not be considered as an exclusive supply agreement.

**Specification of Requirement**

Save the Children International is seeking suppliers for a variety of pharmaceutical products, including drugs, consumables and medical equipment. These have been divided into groups, which may ultimately be let as separate contracts, or amalgamated into one contract depending on the offers from Bidders.

The groups are as listed below, with full contents of each in the worksheet ‘Pharmaceutical Tender Annexes 4 – 9: Product Lists’. They include items regularly bought by Save the Children; however, they do not represent an exclusive list and contracted suppliers may be required to supply other items. Bidders are requested to indicate in the Pharmaceutical Tender Response which groups they wish to bid for.

* Pharmaceuticals (see Annex 4 for full Drug list of items)
* Medical Consumables (see Annex 5 for full list of items)
* Medical Equipment (see Annex 6 for full list of items)
* Laboratory and diagnostics (see Annex 7 for full list of items)
* Emergency kits (see Annex 8 for full list of items)
* Vaccines (see Annex 9 for full list of items)

Save the Children aims to procure pharmaceutical products that meet international standards for quality, obtained from suppliers that can assure the quality of their products in line with WHO’s Good Manufacturing Practices (GMP) and Model Quality Assurance System for Procurement Agencies (MQAS), and that are in line with the National Essential Drug List (NEDL) in the country in which they will be used. Please note that Save the Children will audit potential suppliers before entering into any contractual arrangements.

Below are Save the Children’s specific quality assurance requirements for procurement agencies, distributors and wholesalers; for manufacturers of drugs; for finished pharmaceutical products; for medical devices; and for vaccines.

Specific requirements for procurement agencies, wholesalers and distributors:

* Must be registered and authorised to procure and distribute drugs by their National Drug Regulatory Authority. If the company only exports drugs they must have relevant authority / licenses for export of pharmaceutical products
* should comply with WHO Good Distribution Practices (GDP) and with the requirements of the WHO MQAS
* must be able to identify the source manufacturer and manufacturing site of each drug
* must be able to provide on request copies of certificates of analysis per batch and stability studies of all pharmaceutical products and valid copies of the ISO certificates for medical devices
* Should have a recall process in place for Finished Pharmaceutical Products
* Must be able to supply samples for testing on request

Specific requirements for manufacturers:

* must be authorised to manufacture by their National Drug Regulatory Authority
* must have been audited for and have a manufacturer license and a valid certificate of Good Manufacturing Practices (GMP) for their products for each of their manufacturing sites
* must be able to provide on request copies of certificates of analysis per batch, and stability studies of all pharmaceutical products
* Should have a recall process in place for Active Pharmaceutical Ingredients and Finished Pharmaceutical Products

Specific requirements for Finished Pharmaceutical Products:

* must be manufactured in line with the WHO international standards of Good Manufacturing Practices
* must be manufactured to conform to WHO International Pharmacopeia standards, European Pharmacopoeia standards (EP), British Pharmacopoeia standards (BP) or the United States Pharmacopeial Convention (USP), or equivalent
* must be batch tested and certified for quality and conformity to their specifications
* should be authorised by the National Drug Regulatory Authority of the country of destination for orders placed
* must have a remaining shelf life of at least 2 years, or for products with a shelf life of less than two years at time of manufacture, at least 75% of the life must be remaining
* must be packaged and labelled as follows:

Labelling: All drugs should be labelled with the following information in English or French as requested:

* International non-proprietary name of the active ingredient
* Dosage form (tablet, ampoule, vial, etc) and way of administration
* Quantity of active ingredients in the dosage form
* Batch number
* Expiry date
* Specific storage conditions
* Name and address of manufacturer
* Number of units per packing

All primary packaging (blisters, flasks, tubes, ampoules, vials) should be labelled with at least the following information:

* International non-proprietary name of the active ingredients
* Quantity of active ingredients
* Batch number
* Expiry date
* Name of the manufacturer
  + Dosage form (tablet, ampoule, vial, etc) and way of administration

All sterilised medical material should be labelled with:

* Identification of the product
* Batch number and date of sterilisation
* Expiry date
* Name of the manufacturer

Directions for use and precautions must be given in leaflets (package inserts). They are not an alternative to labelling but provide supplementary information. The leaflet should contain:

* International non-proprietary name of the active ingredient and excipients
* Dosage form (tablet, ampoule, vial, etc) and way of administration
* Quantity of active ingredients in the dosage form
* Pharmacological therapeutic family
* Therapeutical indications, instructions of use and standard posologies
* Side effects, incompatibilities, contraindications and use of precautions
* Pharmaceutical interactions
* Specific storage conditions
* Name of manufacturer

Products requiring reconstitution before use, e.g. powder for injection or vaccines, should have relevant instructions on the label, specifying that only the diluent supplied by the manufacturer should be used and the volume and nature of the diluent to be added to reconstitute the vaccine.

Packaging: The goods should be properly packed, to the following standards, and labelled as above:

* Tablets and capsules should be packed in sealed, waterproof containers
* Liquids should be packed in unbreakable, leak-proof bottles and containers
* Ampoules should be packed in plastic or in carton trays (5 to 10) and all trays packed in outer cartons. Preferably ampoules should be one-ended and auto-breakable
* Light-sensitive products (e.g. ergometrine) should be packed in brown glass ampoules

Outer cartons should:

* be of strong, export-quality material to withstand rough handling and climate conditions during transport and storage
* only contain products with the same expiry date and batch numbers, this should be printed on the carton as well as on the immediate containers.

Specific requirements for medical devices, equipment and diagnostics

* manufacturers have an ISO 13485 certification. When ISO 13485 does not apply, the quality management system should be certified in accordance with ISO 9001
* should comply with the general requirements of the International Medical Device Regulators Forum (IMDRF) and the Global Harmonization Task Force (GHTF SG1-N41:2005)
* the conformity assessment procedure should comply with the GHFT Principles of Conformity Assessment (SG1/N040: 2006)
* The labelling and instructions for use should comply with GHTF requirements (SG1/N070: 2011). English language should be used by default
* should comply with the Essential Principles of Safety and Performance of Medical Devices (GHTF document SG1-N41: 2005)
* should preferably be authorised by a GHTF founding member country (CE marking in EU or 510K in the US for example)
* should have CE marking or equivalent
* medical devices such as syringes and needles should respect CE, AFNOR, ISO, or equivalent colour codes
* diagnostics and syringes should be prequalified by the WHO.

Specific requirements for vaccines and monitoring cold chain:

* Vaccine vial monitor (VVM): The vaccines present data confirming that it has a thermostability profile that will enable it to be matched to a current WHO approved VVM type (VVM2, VVM7, VVM14 or VVM30) or a future VVM type approved by WHO (WHO/V&B/99.187, WHO/IVB/07.048)
* Anti-microbial preservative (absence, reduced concentration thiomersal or alternative preservative: Only for vaccines that are in ready to use (no reconstitution) 2-dose vial presentations or are not live attenuated, in multidose presentations and require reconstitution should be adequately preserved (WHO/EPI)
* Antigenic stability after reconstitution. Only vaccines that are in multidose presentations; and require reconstitution of one or more components. The components of the vaccine must show antigenic stability for 28 days after reconstitution.
* The vaccines in a prefilled injection device should include an auto-disable (AD) feature (WHO/V&B/99.259)
* The vaccines should be dosed in standardized volumes (e.g. 0.5, 0.1, 0.05 ml) that can be easily measured using available AD syringes (WHO EPI).
* In addition to the packaging information for Finished Pharmaceutical Products listed above, the following applies for vaccines:
* Instructions for use of the vaccine and information concerning contraindications and the reactions that may follow vaccination
* Information on the reduced stability of the vaccine if exposed to temperatures higher than that stated on the label
* Warnings that the vaccine should be protected from direct sunlight
* A statement that the reconstituted vaccine should be used as soon as possible, or should be stored at 28°C, protected from direct sunlight and used within six hours.

1. **Award criteria**

Award of the contract will be based on the following criteria:

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| **Essential Criteria** |
| Bidder meets the required technical specifications of pharmaceutical products, in place to assure the quality of products supplied, as listed above |
| Bidder’s confirmation of compliance with the attached Conditions of Tendering (including exclusion criteria), General Terms and Conditions for Supply of Goods, Child Safeguarding Policy, Anti-Bribery and Corruption Policy, Human trafficking and modern slavery, and IAPG Code of Conduct |
|  |
| **Preferred criteria** – listed in order of importance |
| **1/ Product range and stock information** |
| Bidder offers a product range in line with Save the Children’s needs |
| Bidder’s range of stock, stockholding policy and locations meet Save the Children’s needs |
| Bidder is able to hold virtual stock of emergency kits for rapid deployment |
| Use of minimum order quantities is limited |
| **2/ Service and Delivery** |
| Bidder is available and responsive |
| Bidder’s lead times for despatch are acceptable and realistic |
| Bidder has performed well in reference to customer service / complaints |
| Bidder can export and transport to Save the Children’s major destinations |
| Bidder has performance indicators in place to ensure it can meet Save the Children’s needs |
| Bidder can provide suitable devices to monitor temperature and adequate cold chain controls |
| **3/ Business standing and financial stability** |
| Bidder is financially sustainable |
| **4/ Pricing** |
| Bidder offers competitive pricing |
| Bidder can fix prices for a reasonable period |
| Bidder is able to provide regularly updated price lists |
| Prices are in line with the Management Sciences for Health drug price indicator |
| **5/ Quality assurance** (over and above the minimum specification requirement) |
| Bidder has systems and resources in place to assure quality of products to a high standard |
| Bidder has been audited for its quality assurance by appropriate bodies |
| **6/ Ethical standards** |
| Bidder has appropriate policies and practices relating to safety, ethical manufacturing practices, child labour and the environment |
| Bidder has a robust process for selection of suppliers, subcontractors and manufacturers |

**PART 2: CONDITIONS OF TENDERING**

1. **Definitions**

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

(a) **Award Criteria** - the award criteria set out in the Invitation to Tender.

(b) **Bidder** - a person or organisation who bids for the tender.

(c) **Conditions** - the conditions set out in this 'Conditions of Tendering 'document.

(d) **Cover Letter** - the cover letter attached to the Tender Information Pack.

(e) **Goods and/or Services** - everything purchased by SCI under the contract.

(f) **Invitation to Tender** - the invitation to tender found at Part 1 of the Tender Information Pack.

##### **SCA**: Save the Children Association, a Swiss Association formed pursuant to Articles 60-79 of the Swiss Civil Code

(g) **SCI** - Save the Children International(formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.

(h) **ESA** **RPU** – Regional procurement unit, Based at SCI East Africa Regional office a Kenyan NGO under section 10 of the Non-Governmental Organizations Co-ordination Act whose registered office is ABC Place, Westland’s, off Waiyaki Way and whose local address is P.O.Box 19423 – 00202 KNH Nairobi.

(i) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI/ to the Supplier, or specifically produced by the Supplier for SCI/, in connection with the tender.

(j) **Supplier** -the party which provides Goods and/or Services to SCI.

##### **Stringent Regulatory Authority (SRA):** all members or observers of The International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use (ICH), or those associated with an ICH through a legally-binding mutual recognition agreement, as before October 23rd 2015.

(k) **Tender Information Pack** - the Invitation to Tender, these Conditions, SCI’s General Terms and Conditions for Supply of Goods, Child Safeguarding Policy, Anti-Bribery and Corruption Policy, and the IAPG Code of Conduct.

1. **The Contract**

The contract awarded shall be for the supply of goods and/or services, subject to the Provisional SCI General Terms and Conditions for Supply of Goods or Services (attached to these Conditions).

SCI reserves the right to amend these terms and conditions during the Tendering and negotiation process.

SCI reserves the right to undertake a formal review of the contract after twelve (12) months.

1. **Late tenders**

Tenders received after the Closing Date will not be considered, unless there are, in SCI’s sole discretion, exceptional circumstances which have caused the delay.

1. **Correspondence**

All communications from Bidders to SCI relating to the tender must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by SCI to all Bidders to ensure fairness in the process.

1. **Acceptance of tenders**

SCI may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that SCI so wishes. SCI will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them, provided that SCI is under no obligation to accept the lowest or any tender.

1. **Alternative offer**

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve SCI’s Specification) these may, at SCI's discretion, be considered as an “Alternative Offer”. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. SCI is under no obligation to accept Alternative Offers.

1. **Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable), and all prices should be in USD.

1. **No reimbursement of tender expenses**

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

1. **Non Disclosure and Confidentiality**

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to SC’s employees, servants, officers, partners or its business or affairs (the "**Confidential Information**”) as confidential. All Bidders shall:

* recognise the confidential nature of the Confidential Information;
* respect the confidence placed in the Bidder by SC by maintaining the secrecy of the Confidential Information;
* not employ any part of the Confidential Information for any purpose except that of tendering for business from SC, without SCI's prior written consent;
* not disclose the Confidential Information to any third party without SC's prior written consent;
* not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SC;
* use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties; and
* notify SCI immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

1. **Information and Record Keeping**

SCI shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where may in its sole discretion if it considers it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected.

1. **Anti-Bribery and Corruption**

All Bidders are required to comply fully with SCI’s Anti-Bribery and Corruption Policy (attached to these Conditions).

1. **Child Protection**

All Bidders are required to comply fully with SCI’s Child Safeguarding Policy (attached to these Conditions).

1. **Human Trafficking and Modern Slavery**
2. All Bidders are required to comply fully with SCI’s Human Trafficking and Modern SlaveryPolicy (attached to these Conditions).
3. **Exclusion Criteria**

Any Bidder is required to confirm in writing in its response to the Tender that:

* Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of  proceedings concerning those matters, or are in any analogous  situation arising from a similar procedure provided for in national  legislation or regulations;
* Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international; and
* Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

SCI may exclude any Bidder from the tender process if SCI determines it has misrepresented any fact or information within their tender bid or failed to supply the required information.

1. **Conflict of Interest / Non Collusion**

Any Bidder is required to confirm in writing in its response to the Tender:

* That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of SCI which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
* Whether or not there are any existing contacts between SCI, and any other Save the Children entity, and the Bidder and whether or not any such arrangements have been in place over the last twenty four (24) months.
* That it has not communicated to anyone other than SCI the amount or approximate amount of the tender.
* That it, and any person acting on behalf of it, has not paid or given, and will not offer to pay or give, any sum of money, commission, gift, inducement or financial benefit directly or indirectly to any person or organisation for doing or omitting to do any act in relation to the tender process.

1. **Assignment and novation**

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either SCI or any other Save the Children entity if so required.

**PART 3: GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS**

# Definitions and Interpretation

* 1. Definitions. In these Conditions, the following definitions apply:
     + - 1. **Agreement**: the document entitled "Agreement for the Supply of Goods", between the Customer and the Supplier.
         2. **Conditions**: the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
         3. **Contract**: the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or in the Order.
         4. **Force Majeure Event**: has the meaning given in Condition 15.
         5. **Goods**: the goods (or any part of them) set out in the Order.
         6. **Incoterms**: the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
         7. **Order**: the Customer's order for the Goods, as set out in the Customer's purchase order form.
         8. **Specification**: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

##### **Stringent Regulatory Authority (SRA):** all members or observers of The International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use (ICH), or those associated with an ICH through a legally-binding mutual recognition agreement, as before October 23rd 2015.

* 1. Interpretation. In these Conditions, unless the context requires otherwise, the following rules apply:
     + - 1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
         2. A reference to a party includes its personal representatives, successors or permitted assigns.
         3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
         4. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. **The Goods**
   1. The Supplier represents and warrants that it has the right to and shall sell the Goods free of any charge, lien or other encumbrance.
   2. The Supplier shall ensure that the Goods shall:
      * + 1. correspond with their description in the Order and any applicable Specification;
          2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
          3. be free from defects in design, material and workmanship;
          4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
          5. not infringe the rights of any third party or cause the Customer to infringe any such rights.
   3. The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the purchase of the Goods by the Customer and their use for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.
   4. The Customer reserves the right at any time before or after delivery to inspect and test the Goods and to inspect the premises where the Goods are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.
   5. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
   6. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
2. **Ethical Standards and Audit Requirements**
   1. The Supplier shall observe the highest ethical standards during the performance of its duties and obligations under the Contract. The ethical standards must also be met by those who supply to the Supplier or to which the Supplier sub-contracts work in relation to the Contract.
   2. The Supplier, its suppliers and sub-contractors shall comply with all statutory and other legal requirements including those relating to the environmental impact of its business. In particular the Supplier shall comply with the international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.
   3. The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose or transport the Goods together with any military equipment. The Supplier shall also warrant that it has checked and will continue to check its staff, suppliers and sub-contractors against the United Kingdom Treasury List of Financial Sanctions Targets, the European Commission’s List of Persons and Entities Subject to Financial Sanctions and the list of specially designated individuals and blocked persons maintained by the Office of Foreign Assets Control (‘OFAC’) of the Department of the Treasury of the United States of America (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.
   4. The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer’s Child Safeguarding policy (attached to these Conditions).
   5. The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand and adhere to the Customer’s Anti-Bribery and Corruption policy (attached to these Conditions).
   6. The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.
   7. The Supplier agrees to allow the Customer’s employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF), the United States Government, the Controller General of the United States and any other such representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier’s operations.
3. **Delivery**
   1. The Supplier shall ensure that:
      * + 1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
          2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
          3. it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.
   2. The Supplier shall deliver the Goods:
      * + 1. within 14 days of the issue of the Order or as specified in the Order. Time shall be of the essence in respect of this Condition 4.2(a) and if the Supplier fails to comply with this time requirement the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Goods which are not accepted.
          2. to the delivery address as set out in the Order on the date or within the period stated in Condition 4.2(a) or, if different, the Order; and
          3. during the Customer's normal business hours, or as instructed by the Customer.
   3. Delivery of the Goods shall take place and title in the Goods will pass on the completion of the physical transfer of the Goods from the Supplier or its agents to the Customer or its agents at the delivery address as set out in the Order.
   4. Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provision of Incoterms or, where Incoterms do not for any reason apply, risk in the Goods shall pass to the Customer on completion of delivery. The Goods shall remain at the Supplier's risk (including, without limitation, the risk of deterioration in transit) until the property in them has passed. The Supplier shall keep the Goods insured until risk passes to the Customer and shall retain the insurance and any proceeds thereof together with all its rights against any carrier of the Goods, on trust for the Customer until the Supplier has fulfilled all its obligations under the Contract to the Customer's satisfaction.
   5. The Customer shall not be deemed to have accepted any Goods until the Customer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Signature of a delivery note shall not constitute or imply acceptance by the Customer.
   6. The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Customer.
   7. The Customer shall be entitled to reject any Goods delivered which do not conform with the Contract within a reasonable time of delivery. If any Goods are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods which conform with the Contract. Alternatively, the Customer may cancel the Contract and claim costs and direct damages from the Supplier.
   8. If the Customer rejects any Goods, the property and risk shall immediately revert to the Supplier. Rejected Goods shall be returned to the Supplier at its expense and the Supplier shall reimburse the Customer for the storage costs and any other expenses incurred by the Customer in respect of them.
4. **Indemnity**
   1. The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
      * + 1. breach of any warranty given by the Supplier in Condition 9;
          2. personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
          3. any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
          4. any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
          5. any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
          6. any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents.
5. **Price and Payment** 
   1. The price of the Goods shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.
   2. Unless otherwise specified in the Contract, the Supplier shall invoice the Customer in arrears and the Customer shall pay correctly rendered invoices within 45 days from the date of invoice or satisfactory delivery (whichever is later) in accordance with the contract
   3. The Customer reserves the right to withhold payment in respect of Goods supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract.
   4. The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
6. **Termination**
   1. The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month’s written notice.
   2. The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (includingall associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:
      * + 1. the Supplier is in material breach of its obligations under the Contract; or
          2. the Supplier is in breach of its obligations under the Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or
          3. the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or
          4. the Customer reasonably believes that any of the events mentioned above in sub-sections (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
          5. the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
          6. the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.
   3. Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.5, 4.7, 5, 8, 9, 12, 13, 14, and 16.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination.
7. **Customer’s Name, Branding and Logo**

The Supplier shall not use the Customer’s name, branding or logo other than in accordance with the Customer’s written instructions or authorisation.

1. **The Supplier’s Warranties**

The Supplier warrants to the Customer that:

(a) it has all authorisations from all relevant third parties to enable it to supply the Goods without infringing any applicable law, regulation, code or practice or any third party’s rights and has all necessary internal authorisations to approve the execution and performance under the Contract and will produce evidence of that action to the Customer on its request;

(b) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Goods to the Customer;

(c) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and

(d) none of its directors or officers or any of the employees of the Supplier has any interest in any supplier or potential supplier of the Customer or is a party to, or otherwise interested in, any transaction or arrangement with the Customer.

1. **Re-tendering**

The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Goods.

1. **Insurance**

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

1. **Confidentiality**

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "**Confidential Information**"). The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

1. **Customer property**

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

1. **Notices**
   1. Any notice under or in connection with the Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e-mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.
   2. Any notice shall be deemed to have been duly received if sent by prepaid first-class post or recorded delivery, on the second day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.
   3. This Condition 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes.
2. **Force majeure**
   1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
   2. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.
   3. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.
3. **General**
   1. Assignment and subcontracting:
      * + 1. The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract.
          2. The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.
   2. Severance:
      * + 1. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
          2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
   3. Waiver and cumulative remedies:
      * + 1. No waiver of any right or remedy under the Contract shall be effective unless it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
          2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
   4. No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
   5. Third party rights: A person who is not a party to the Contract shall not have any rights under or in connection with it.
   6. Variation: Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier’s quotation, shall supersede and take precedence over these Conditions and the Contract.
   7. Governing law and jurisdiction: The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

**PART 4: SAVE THE CHILDREN’S CHILD SAFEGUARDING POLICY**

**Our values and principles**

Child abuse is when anyone under 18 years of age is being harmed or isn’t being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

**What we do**

Save the Children is committed to safeguard children through the following means:

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

**Reporting:** Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

**Responding:** Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

* act quickly and get help
* support and respect the child
* where possible, ensure that the child is safe
* contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children manager.

**PART 5:** **SAVE THE CHILDREN’S ANTI-BRIBERY AND CORRUPTION POLICY**

**Our values and principles**

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a corrupt manner while carrying out Save the Children’s work.

**What we do**

Save the Children is committed to preventing acts of bribery and corruption through the following means:

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of bribery and corruption.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of bribery and corruption.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.

**Responding:** Ensuring that action is taken to support and protect assets and identifying cases of bribery and corruption.

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

* 1. Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
  2. Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual’s conduct in any way.
  3. Receiving or Paying a so-called ‘Grease’ or ‘Facilitation’ payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
  4. Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
  5. Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
  6. Receiving a so-called ‘Kickback’ Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
  7. Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
  8. Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

You have a duty to protect the assets of Save the Children from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior management team or Country Director and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

* act quickly and get help
* encourage your own staff to report on bribery and corruption
* contact the Save the Children senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the manager.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Bribery and Corruption Policy then please contact your Save the Children representative.

**Part 6: SAVE THE CHILREN’S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY**

**Our values and principles**

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

**What is human trafficking and modern slavery?**

The Modern Slavery Act (MSA) 2015 covers four activities:

|  |  |
| --- | --- |
| **Slavery** | Exercising powers of ownership over a person |
| **Servitude** | The obligation to provide services is imposed by the use of coercion |
| **Forced or compulsory labour** | Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily |
| **Human trafficking** | Arranging or facilitating the travel of another person with a view to their exploitation |

Modern slavery, including human trafficking, is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

* + UK Modern Slavery Act 2015 (see above);
  + US Trafficking Victims Protection Act 2000;
  + USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
  + International Labour Standards on Child Labour and Forced Labour.

**Our approach to preventing human trafficking and modern slavery**

Save the Children is committed to preventing human trafficking and modern slavery, including through the following means:

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of human trafficking and modern slavery.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of human trafficking and modern slavery.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of human trafficking and modern slavery.

**Responding:** Ensuring that action is taken to identify and address cases of human trafficking and modern slavery.

To help you identify cases of human trafficking and modern slavery, the following are examples of prohibited categories of behaviour:

1. **'chattel slavery'**, in which one person owns another person.
2. **‘Bonded labour’ or ‘debt bondage’,** which iswhen a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
3. **‘Serfdom’,** which is when a person has to live and work for another on the other's land.
4. **Other forms of forced labour,** such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence.
5. **‘Child slavery’,** which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.
6. **‘Marital and sexual slavery’,** including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

**The commitment we expect from commercial partners**

We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we may include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

**PART 7: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS**



Suppliers and manufacturers to Non Governmental Organisations (NGO’s) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

* Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
* Goods produced and delivered by organisations subscribe to no exploitation of children
* Goods produced and manufactured have the least impact on the environment

**Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

* Employment is freely chosen
* The rights of staff to freedom of association and collective bargaining are respected.
* Living wages are paid
* There is no exploitation of children
* Working conditions are safe and hygienic
* Working hours are not excessive
* No discrimination is practised
* Regular employment is provided
* No harsh or inhumane treatment of staff is allowed.

**Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

**Business Behaviour:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone’s basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

**Qualifications to the statement**

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

**Disclaimer**

This Code of Conduct does not supersede IAPG Members’ individual Codes of Conduct. Suppliers are recommended to check the Agencies’ own websites.